

This Instrument prepared by:  
Herbert W.A. Thiele, Esq., County Attorney  
Leon County Attorney's Office  
301 South Monroe Street, Suite 202  
Tallahassee, Florida 32301

**MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 30<sup>TH</sup> day of NOVEMBER  
A.D. 2004, between LOWE'S HOME CENTERS, INC., a North Carolina Corporation, hereinafter  
called the DEVELOPER, and LEON COUNTY, a political subdivision of the State of Florida,  
hereinafter called the County, and

WHEREAS, the Developer has heretofore presented a map or plat of Hopkins Crossing  
Subdivision to the Board of County Commissioners of Leon County, Florida, which map or plat was  
approved by said Board subject to the construction and paving of the roads and streets and  
installation of all drainage facilities in Phase I of said subdivision, and after the construction and  
paving of said roads and streets and installation of said drainage facilities the execution of a  
Maintenance Agreement and Maintenance Bond by the Developer to reimburse the County for any  
defects in materials and workmanship in the construction and paving of said roads and streets, and  
installations of said drainage facilities; and

WHEREAS, said roads and streets in Phase I of said subdivision have been constructed and  
paved and drainage facilities installed in accordance with plans and specifications prescribed by the  
County, and said roads and streets, and all drainage facilities having been approved by the County;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Developer for and in  
consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to in hand paid  
by the County, the receipt whereof is hereby acknowledged, contract and agree to reimburse the  
County for all expenses that might be incurred by the County because of any defects in materials  
and/or workmanship in the construction and paving of said road, and streets, and installation of said  
drainage facilities in Phase I of Hopkins Crossing Subdivision that become apparent within two (2)  
years from date of this agreement.

IN WITNESS WHEREOF Lowe's Home Centers, Inc. has hereunto caused its name to be signed and its corporate seal affixed by its appropriate officers, and the County has caused its name to be signed by its Chairman of its Board of County Commissioners, and its seal affixed by the Clerk of said Board, the day and year first above written.

LOWE'S HOME CENTERS, INC.  
A NORTH CAROLINA CORPORATION

BY: David E. Shelton  
Its **David E. Shelton**  
**Senior Vice President**  
\_\_\_\_\_  
(Type or Print Name)

WDH  
mup  
11/11

ATTEST:  
Jeffrey E. Gray (SEAL)  
**Jeffrey E. Gray**  
**Assistant Secretary**  
\_\_\_\_\_  
Type or Print Name

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
**CLIFF THAELL, CHAIRMAN**  
**BOARD OF COUNTY COMMISSIONERS**

ATTEST:  
**BOB INZER, CLERK OF THE COURT**  
**LEON COUNTY, FLORIDA**

BY: \_\_\_\_\_

**Bond No. 018 008 378**

**MAINTENANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that LOWE'S HOME CENTERS, INC., a North Carolina Corporation, as principal, and LIBERTY MUTUAL INSURANCE COMPANY, as surety, are held and firmly bound unto Leon County, Florida in the sum of \$345,223.20 for the payment whereof said principal and surety bind themselves firmly by these presents.

**WHEREAS** principal has presented to the Board of County Commissioners of Leon County, Florida, a map or plat of Hopkins Crossing Subdivision for approval and recording; the roads and streets for Phase I of which subdivision have been constructed and paved and the drainage facilities for Phase I of which subdivision have been installed by the principal in accordance with plans and specifications prescribed by Leon County and the principal has agreed to post surety bond for the maintenance of said roads and streets and said drainage facilities as required by law; and

**WHEREAS** LIBERTY MUTUAL INSURANCE COMPANY had agreed in behalf of LOWE'S HOME CENTERS, INC., principal, to post bond for maintenance as provided by law.

**NOW THEREFORE**, the condition of this obligation is that if the principal shall defray all expenses incurred by Leon County because of any defects in materials and/or workmanship used in the construction and paving of the roads and streets and installation of drainage facilities in Phase I of Hopkins Crossing Subdivision aforesaid that become apparent within two (2) years from the last date on which Leon County accepts the "operating permit" and "maintenance agreement", this obligation shall be null and void, otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, the said principal and said surety have hereunto caused their corporate names to be signed and their corporate seals affixed this 12<sup>th</sup> day of November. A.D., 2004.

**LOWE'S HOME CENTERS, INC.**  
**A NORTH CAROLINA CORPORATION**

BY: David E. Shelton  
Its

David E. Shelton  
Senior Vice President  
(Type or Print Name)

**LIBERTY MUTUAL INSURANCE.**  
**COMPANY**  
**SURETY**

BY: Judie M. Chisolm  
Judie M. Chisolm, Attorney-in-Fact

**NOTICE FROM SURETY REQUIRED BY  
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Bond Services (referred to collectively hereinafter as the "Issuing Sureties").

**NOTICE FORMS PART OF BOND**

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties.

**DISCLOSURE OF PREMIUM**

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

**DISCLOSURE OF FEDERAL PARTICIPATION  
IN PAYMENT OF TERRORISM LOSSES**

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

ATTACHMENT # 2  
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KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **H. WAYNE GIBSON, VICKIE L. PETREA, MARTIN PALLAZZA, JUDIE M. CHISOLM, BRAD W. GIBSON, KELLY E. MATRULLI, MARYANN DARK, ALL OF THE CITY OF CHARLOTTE, STATE OF NORTH CAROLINA** .....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **ONE HUNDRED MILLION AND 00/100** \*\*\*\*\* DOLLARS (\$ **100,000,000.00** \*\*\*\*\* ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 19th day of October, 2004.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 19th day of October, 2004, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires Mar. 28, 2005  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 12th day of November, 2004.



By David M. Carey  
David M. Carey, Assistant Secretary

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Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.